

VAN VLECK & TURNER LLP  
Brian F. Van Vleck, State Bar No. 155250  
bvanvleck@vvlawgroup.com  
5757 Wilshire Blvd., Suite 535  
Los Angeles, California 90036  
Telephone: (323) 920-0250  
Facsimile: (323) 920-0249

Attorneys for Plaintiff  
KELLY JOHNSON

KADING BRIGGS LLP  
Theresa A. Kading, State Bar No. 211469  
tkading@kadingbriggs.com  
Michael E. Olsen, State Bar No. 307358  
molsen@kadingbriggs.com  
100 Spectrum Center Drive, Suite 800  
Irvine, CA 92618  
Telephone: (949) 450-4461  
Facsimile: (949) 450-8033

Attorneys for Defendant  
WELLS FARGO BANK, N.A

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

KELLY JOHNSON, an individual,  
  
Plaintiff,  
  
vs.  
  
WELLS FARGO BANK, N.A., a  
National Banking Association; and  
DOES 1 through 100 inclusive,  
  
Defendants.

CASE NO. 2:22-cv-02374-SPG-JC

Honorable Sherilyn Peace Garnett  
Magistrate: Hon. Jacqueline Chooljian

**JOINT STIPULATION REGARDING  
CONFIDENTIAL INFORMATION  
AND PROTECTIVE ORDER**

Complaint Filed: March 4, 2022

1 Plaintiff Kelly Johnson (“Plaintiff”), through her counsel of record, and  
2 Defendant Wells Fargo Bank, N.A. (“Defendant”), through its counsel of record,  
3 stipulate to be bound to the following agreement for a protective order:

4 **1. PURPOSES, LIMITATIONS, AND GOOD CAUSE**

5 1.1 Purposes and Limitations.

6 As the parties have represented that discovery in this action is likely to involve the  
7 production of confidential, proprietary, or private information for which special  
8 protection from public disclosure and from use for any purpose other than  
9 prosecuting this litigation may be warranted, this Court enters the following  
10 Protective Order. This Order does not confer blanket protections on all disclosures  
11 or responses to discovery. The protection it affords from public disclosure and use  
12 extends only to the limited information or items that are entitled to confidential  
13 treatment under the applicable legal principles. Further, as set forth in Section 12.3,  
14 below, this Protective Order does not entitle the parties to file confidential  
15 information under seal. Rather, when the parties seek permission from the court to  
16 file material under seal, the parties must comply with Civil Local Rule 79-5 and  
17 with any pertinent orders of the assigned District Judge and Magistrate Judge.

18 1.2 Good Cause Statement.

19 In light of the nature of the claims and allegations in this case and the parties’  
20 representations that discovery, in this case, will involve the production of  
21 confidential records (including but not limited to medical and psychiatric records  
22 and other records which may include or refer to information protected by law such  
23 as third-party financial accounts and/or records), and in order to expedite the flow  
24 of information, to facilitate the prompt resolution of disputes over the  
25 confidentiality of discovery materials, to adequately protect information the parties  
26 are entitled to keep confidential, to ensure that the parties are permitted reasonable  
27 necessary uses of such material in connection with this action, to address their  
28 handling of such material at the end of the litigation, and to serve the ends of

1 justice, a protective order for such information is justified in this matter. The  
 2 parties shall not designate any information/documents as confidential without a  
 3 good faith belief that such information/documents have been maintained in a  
 4 confidential, non-public manner, and that there is good cause or a compelling  
 5 reason why it should not be part of the public record of this case.

## 6 **2. DEFINITIONS**

7 2.1 Action: The instant action: Kelly Johnson v. Wells Fargo Bank,  
 8 N.A., et al., given case number 2:22-cv-02374-SPG-JCx.

9 2.2 Challenging Party: a Party or Non-Party that challenges the  
 10 designation of information or items under this Order.

11 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
 12 how it is generated, stored, or maintained) or tangible things that qualify for  
 13 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
 14 the Good Cause Statement.

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
 16 their support staff).

17 2.5 Designating Party: a Party or Non-Party that designates information or  
 18 items that it produces in disclosures or in responses to discovery as  
 19 “CONFIDENTIAL.”

20 2.6 Disclosure or Discovery Material: all items or information, regardless  
 21 of the medium or manner in which it is generated, stored, or maintained (including,  
 22 among other things, testimony, transcripts, and tangible things), that are produced  
 23 or generated in disclosures or responses to discovery in this matter.

24 2.7 Expert: a person with specialized knowledge or experience in a matter  
 25 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
 26 an expert witness or as a consultant in this Action.

27 ///

28 ///

1           2.8 House Counsel: attorneys who are employees of a party to this Action.  
 2 House Counsel does not include Outside Counsel of Record or any other outside  
 3 counsel.

4           2.9 Non-Party: any natural person, partnership, corporation, association,  
 5 or other legal entity not named as a Party to this action.

6           2.10 Outside Counsel of Record: attorneys who are not employees of a  
 7 party to this Action but are retained to represent or advise a party to this Action and  
 8 have appeared in this Action on behalf of that party or are affiliated with a law firm  
 9 which has appeared on behalf of that party and includes support staff.

10          2.11 Party: any party to this Action, including all of its officers, directors,  
 11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
 12 support staffs).

13          2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
 14 Discovery Material in this Action.

15          2.13 Professional Vendors: persons or entities that provide litigation  
 16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
 17 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
 18 and their employees and subcontractors.

19          2.14 Protected Material: any Disclosure or Discovery Material that is  
 20 designated as “CONFIDENTIAL” under Section 5.

21          2.15 Receiving Party: a Party that receives Disclosure or Discovery  
 22 Material from a Producing Party.

### 23       **3. SCOPE**

24           The protections conferred by this Order cover not only Protected Material (as  
 25 defined above), but also (1) any information copied or extracted from Protected  
 26 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
 27 and (3) any deposition testimony, conversations, or presentations by Parties or their  
 28

1 Counsel that might reveal Protected Material, other than during a court hearing or at  
2 trial.

3 Any use of Protected Material during a court hearing or at trial shall be  
4 governed by the orders of the presiding judge. This Order does not govern the use  
5 of Protected Material during a court hearing or at trial.

6 **4. DURATION**

7 Even after the final disposition of this litigation, the confidentiality  
8 obligations imposed by this Order shall remain in effect until a Designating Party  
9 agrees otherwise in writing or a court order otherwise directs. Final disposition  
10 shall be deemed to be the later of (1) dismissal of all claims and defenses in this  
11 Action, with or without prejudice; and (2) final judgment herein after the  
12 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of  
13 this Action, including the time limits for filing any motions or applications for  
14 extension of time pursuant to applicable law.

15 **5. DESIGNATING PROTECTED MATERIAL**

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

17 Each Party or Non-Party that designates information or items for protection under  
18 this Order must take care to limit any such designation to specific material that  
19 qualifies under the appropriate standards. The Designating Party must designate for  
20 protection only those parts of material, documents, items, or oral or written  
21 communications that qualify so that other portions of the material, documents,  
22 items, or communications for which protection is not warranted are not swept  
23 unjustifiably within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations  
25 that are shown to be clearly unjustified or that have been made for an improper  
26 purpose (e.g., to unnecessarily encumber the case development process or to  
27 impose unnecessary expenses and burdens on other parties) may expose the  
28 Designating Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it  
2 designated for protection do not qualify for protection, that Designating Party must  
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in  
5 this Order (*see, e.g.*, second paragraph of Section 5.2(a) below), or as otherwise  
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
7 under this Order must be clearly so designated before the material is disclosed or  
8 produced; however, a Party is under no obligation to designate any documents as  
9 "CONFIDENTIAL" which have been produced by a Party or a Non-Party pursuant  
10 to a subpoena or otherwise utilized in discovery proceedings prior to the entry of  
11 the Order hereon. This Order shall not revive a Party's waiver of the protections  
12 afforded herein prior to its entry, including, as a result of a Party's failure to  
13 respond timely and/or object to discovery requests, as well as a Party's failure to  
14 move to quash a subpoena issued to a Non-Party prior entry of this Order.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic  
17 documents, but excluding transcripts of depositions), that the Producing Party affix,  
18 at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL  
19 legend"), to each page that contains protected material. If only a portion or portions  
20 of the material on a page qualifies for protection, the Producing Party also must  
21 clearly identify the protected portion(s) (e.g., by making appropriate markings in  
22 the margins).

23 A Party or Non-Party that makes original documents available for inspection  
24 need not designate them for protection until after the inspecting Party has indicated  
25 which documents it would like copied and produced. During the inspection and  
26 before the designation, all of the material made available for inspection shall be  
27 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
28 documents, it wants copied and produced, the Producing Party must determine

1 which documents, or portions thereof, qualify for protection under this Order.  
 2 Then, before producing the specified documents, the Producing Party must affix the  
 3 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
 4 portion or portions of the material on a page qualifies for protection, the Producing  
 5 Party also must clearly identify the protected portion(s) (e.g., by making  
 6 appropriate markings in the margins).

7 (b) for testimony given in depositions that the Designating Party  
 8 identifies on the record, before the close of the deposition as protected testimony.

9 (c) for information produced in some form other than documentary  
 10 and for any other tangible items, that the Producing Party affix in a prominent place  
 11 on the exterior of the container or containers in which the information is stored the  
 12 legend “CONFIDENTIAL.” If only a portion or portions of the information  
 13 warrants protection, the Producing Party, to the extent practicable, shall identify the  
 14 protected portion(s).

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
 16 failure to designate qualified information or items does not, standing alone, waive  
 17 the Designating Party’s right to secure protection under this Order for such  
 18 material. Upon timely correction of a designation, the Receiving Party must make  
 19 reasonable efforts to assure that the material is treated in accordance with the  
 20 provisions of this Order.

## 21 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
 23 designation of confidentiality at any time that is consistent with the Court’s  
 24 Scheduling Order.

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
 26 resolution process under Local Rule 37-1 *et seq.*

27 6.3 Procedure and Burden of Persuasion. The burden of persuasion in any  
 28 such challenge proceeding shall be on the Designating Party. Frivolous challenges,



1 and those made for an improper purpose (e.g., to harass or impose unnecessary  
 2 expenses and burdens on other parties), may expose the Challenging Party to  
 3 sanctions. Unless the Designating Party has waived or withdrawn the  
 4 confidentiality designation, all parties shall continue to afford the material in  
 5 question the level of protection to which it is entitled under the Producing Party's  
 6 designation until the Court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

8 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
 9 disclosed or produced by another Party or by a Non-Party in connection with this  
 10 Action only for prosecuting, defending, or attempting to settle this, Action. Such  
 11 Protected Material may be disclosed only to the categories of persons and under the  
 12 conditions described in this Order. When the Action has been terminated, a  
 13 Receiving Party must comply with the provisions of Section 13 below.  
 14 Protected Material must be stored and maintained by a Receiving Party at a location  
 15 and in a secure manner that ensures that access is limited to the persons authorized  
 16 under this Order.

17 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
 18 otherwise ordered by the court or permitted in writing by the Designating Party, a  
 19 Receiving Party may disclose any information or item designated  
 20 "CONFIDENTIAL" only to:

21 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
 22 well as employees of said Outside Counsel of Record to whom it is reasonably  
 23 necessary to disclose the information for this Action;

24 (b) the officers, directors, and employees (including House Counsel)  
 25 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

26 (c) Experts (as defined in this Order) of the Receiving Party to whom  
 27 disclosure is reasonably necessary for this Action and who have signed the  
 28 "Acknowledgment and Agreement to Be Bound" (Exhibit A);



(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound” form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” attached as Exhibit A, unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order unless prohibited by law;

///

1 (b) promptly notify in writing the party who caused the subpoena or  
2 order to issue in the other litigation that some or all of the material covered by the  
3 subpoena or order is subject to this Protective Order. Such notification shall  
4 include a copy of this Protective Order; and

5 (c) cooperate with respect to all reasonable procedures sought to be  
6 pursued by the Designating Party whose Protected Material may be affected.  
7 If the Designating Party timely seeks a protective order, the Party served with the  
8 subpoena or court order shall not produce any information designated in this action  
9 as “CONFIDENTIAL” before a determination by the court from which the  
10 subpoena or order issued, unless the Party has obtained the Designating Party’s  
11 permission, or unless otherwise required by the law or court order. The  
12 Designating Party shall bear the burden and expense of seeking protection in that  
13 court of its confidential material and nothing in these provisions should be  
14 construed as authorizing or encouraging a Receiving Party in this Action to disobey  
15 a lawful directive from another court.

16 **9. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
17 **PRODUCED IN THIS LITIGATION**

18 (a) The terms of this Order are applicable to information produced by  
19 a Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
20 information produced by Non-Parties in connection with this litigation is protected  
21 by the remedies and relief provided by this Order. Nothing in these provisions  
22 should be construed as prohibiting a Non-Party from seeking additional protections.

23 (b) In the event that a Party is required, by a valid discovery request,  
24 to produce a Non-Party’s confidential information in its possession, and the Party is  
25 subject to an agreement with the Non-Party not to produce the Non-Party’s  
26 confidential information, then the Party shall:

27 ///

28 ///

1 (1) promptly notify in writing the Requesting Party and the Non-Party  
2 that some or all of the information requested is subject to a confidentiality  
3 agreement with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Protective  
5 Order in this Action, the relevant discovery request(s), and a reasonably specific  
6 description of the information requested; and

7 (3) make the information requested available for inspection by the  
8 Non-Party, if requested.

9 (c) If a Non-Party represented by counsel fails to commence the  
10 process called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving  
11 the notice and accompanying information or fails contemporaneously to notify the  
12 Receiving Party that it has done so, the Receiving Party may produce the Non-  
13 Party's confidential information responsive to the discovery request. If an  
14 unrepresented Non-Party fails to seek a protective order from this court within 14  
15 days of receiving the notice and accompanying information, the Receiving Party  
16 may produce the Non-Party's confidential information responsive to the discovery  
17 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
18 not produce any information in its possession or control that is subject to the  
19 confidentiality agreement with the Non-Party before a determination by the court  
20 unless otherwise required by the law or court order. Absent a court order to the  
21 contrary, the Non-Party shall bear the burden and expense of seeking protection in  
22 this court of its Protected Material.

23 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
25 Protected Material to any person or in any circumstance not authorized under this  
26 Protective Order, the Receiving Party must immediately (a) notify in writing the  
27 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
28 all unauthorized copies of the Protected Material, (c) inform the person or persons

1 to whom unauthorized disclosures were made of all the terms of this Order, and (d)  
 2 request such person or persons to execute the “Acknowledgment and Agreement to  
 3 Be Bound” that is attached hereto as Exhibit A.

4 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
 5 **PROTECTED MATERIAL**

6 When a Producing Party gives notice to Receiving Parties that certain  
 7 inadvertently produced material is subject to a claim of privilege or other  
 8 protection, the obligations of the Receiving Parties are those set forth in Federal  
 9 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
 10 whatever procedure may be established in an e-discovery order that provides for  
 11 production without prior privilege review. Pursuant to Federal Rule of Evidence  
 12 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
 13 of a communication or information covered by the attorney-client privilege or work  
 14 product protection, the parties may incorporate their agreement into this Protective  
 15 Order.

16 **12. MISCELLANEOUS**

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
 18 person to seek its modification by the Court in the future.

19 12.2 Right to Assert Other Objections. No Party waives any right it  
 20 otherwise would have to object to disclosing or producing any information or item  
 21 on any ground not addressed in this Protective Order. Similarly, no Party waives  
 22 any right to object on any ground to use in evidence of any of the material covered  
 23 by this Protective Order.

24 12.3 Filing Protected Material. A Party that seeks to file under seal any  
 25 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent  
 26 orders of the assigned District Judge and Magistrate Judge. If a Party's request to  
 27 file Protected Material under seal is denied by the court, then the Receiving Party  
 28

1 may file the information in the public record unless otherwise instructed by the  
2 court.

3 **13. FINAL DISPOSITION**

4 After the final disposition of this Action, as defined in Section 4, within 60  
5 days of a written request by the Designating Party, each Receiving Party must  
6 return all Protected Material to the Producing Party or destroy such material. As  
7 used in this subdivision, “all Protected Material” includes all copies, abstracts,  
8 compilations, summaries, and any other format reproducing or capturing any of the  
9 Protected Material. Whether the Protected Material is returned or destroyed, the  
10 Receiving Party must submit a written certification to the Producing Party (and, if  
11 not the same person or entity, to the Designating Party) by the 60 day deadline that  
12 (1) identifies (by category, where appropriate) all the Protected Material that was  
13 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
14 copies, abstracts, compilations, summaries or any other format reproducing or  
15 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
16 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
17 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
18 and trial exhibits, expert reports, attorney work product, and consultant and expert  
19 work product, even if such materials contain Protected Material. Any such archival  
20 copies that contain or constitute Protected Material remain subject to this Protective  
21 Order as set forth in Section 4.

22 **14. REMEDIES FOR VIOLATION OF THIS ORDER**

23 Any violation of this Order may be punished by any and all appropriate  
24 measures, including, without limitation, contempt proceedings and/or monetary  
25 sanctions.

26 ///

27 ///

28 ///

1 **IT IS SO STIPULATED THROUGH THE PARTIES' COUNSEL OF**  
2 **RECORD.**

3  
4 Dated: April 12, 2023

Brian F. Van Vleck

Brian F. Van Vleck, Esq.  
of VAN VLECK & TURNER LLP  
Attorneys for Plaintiff Kelly Johnson

5  
6  
7  
8  
9 Dated: April 12, 2023

Michael Edward Olsen Jr

Michael E. Olsen, Esq.  
for KADING BRIGGS LLP  
Attorneys for Defendant  
WELLS FARGO BANK, N.A.

10  
11  
12  
13 **ATTESTATION**

14  
15 Pursuant to Local Rule 5-4.3.4(a)(2)(i), the filer attests that all other  
16 signatories listed, and on whose behalf the filing is submitted concur in the filing's  
17 content and have authorized the filing.

18  
19 DATED: April 12, 2023

KADING BRIGGS LLP

20  
21 By: /s/ Michael E. Olsen

22 MICHAEL E. OLSEN  
23 Attorneys for Defendant  
24 WELLS FARGO BANK, N.A.

25 IT IS SO ORDERED.

26 DATED: April 12, 2023

/s/  
Honorable Jacqueline Chooljian  
U.S. MAGISTRATE JUDGE

**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address and entity affiliation (if any)],  
 declare under penalty of perjury that I have read in its entirety and understand the  
 Protective Order that was issued by the United States District Court for the Central  
 District of California on April 12, 2023 in the case of *Kelly Johnson*  
*v. Wells Fargo Bank, N.A.*, Case No.: 2:22-cv-02374-SPG-JCx. I agree to comply  
 with and to be bound by all the terms of this Protective Order and I understand and  
 acknowledge that failure to so comply could expose me to sanctions and punishment  
 in the nature of contempt. I solemnly promise that I will not disclose in any manner  
 any information or item that is subject to this Protective Order to any person or  
 entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Protective Order, even if such enforcement proceedings occur after the termination  
 of this action. I hereby appoint \_\_\_\_\_ [print or type full  
 name] of \_\_\_\_\_ [print or type full  
 address, entity affiliation (if any), and telephone number] as my California agent for  
 service of process in connection with this action, or any proceedings related to  
 enforcement of this Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_